

BROKER/CARRIER AGREEMENT

This Agreement is made and entered into effective this ____ day of _____, 20____, by and between Bulldogg Logistics, LLC, located at 568 East 300 South, Hyrum, Utah 84319 (hereinafter "BROKER") and _____ (Docket # MC-_____; U.S. DOT # _____) (hereinafter referred to as "CARRIER").

RECITALS

A. BROKER is an interstate property broker, operating pursuant to authority granted by the Federal Motor Carrier Safety Administration ("FMCSA") under MC#1630505, that arranges for transportation of freight by motor carrier for BROKER's customers.

B. CARRIER is an interstate or intrastate motor carrier operating pursuant to authority granted to it by the FMCSA and the U.S. Dept. of Transportation ("DOT") under the license(s) listed above and/or pursuant to other permits and/or licenses to operate as an intrastate motor carrier granted to CARRIER by one or more state regulatory agencies.

C. BROKER and CARRIER desire to enter into this Agreement to set forth and memorialize the terms of the Agreement between them so that BROKER, operating as an interstate property broker, may tender one or more loads of freight to CARRIER.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, BROKER and CARRIER agree as follows:

AGREEMENT

1. Scope and Term of Agreement:

1.1 Scope. Where practical, BROKER will provide to CARRIER, by electronic or other means, written confirmation of the verbal rate agreement for each load tendered to CARRIER ("Rate Confirmation"). CARRIER will sign the Rate Confirmation for each load tendered and will return it to Broker via facsimile or other electronic means. Each Rate Confirmation shall be considered an addendum to this Agreement and its terms shall be incorporated herein by reference. The terms set forth in this Agreement shall apply, however, to all shipments tendered to CARRIER by BROKER and accepted by CARRIER (whether such acceptance is manifest orally, in writing, or by performance in whole or in part) regardless of whether a Rate Confirmation is actually sent to CARRIER and regardless of whether the Rate Confirmation for a particular load is actually signed by CARRIER and returned to BROKER.

1.2 Term. The term of this Agreement shall commence on the effective date hereof, as set forth above, and shall continue for an initial term of one (1) year thereafter. Either party hereto may terminate this Agreement for any reason (or for no reason at all) upon providing the other party hereto thirty (30) days written notice of its intent to terminate. Upon any default hereunder by CARRIER, this Agreement shall be deemed to have terminated immediately upon default at the option of BROKER. Upon expiration of the initial term hereof and absent termination of this Agreement as provided for herein, this Agreement will automatically renew annually upon each anniversary hereof for additional one (1) year terms.

1.3 Evidence of Authority and Insurance. Upon execution of this Agreement, CARRIER will deliver to BROKER copies and evidence of CARRIER's operating authority from the FMCSA, certificates from

CARRIER's insurance company evidencing the insurance carried by CARRIER pursuant to Section 7 hereof, and any other documents or information requested by BROKER.

2. Tender and Acceptance of Freight:

2.1 Tender and Acceptance of Loads. BROKER agrees to offer to CARRIER one (1) or more shipments of freight from BROKER's customers during the term of this Agreement. Once CARRIER agrees, verbally or otherwise, to transport a load of freight offered by BROKER, CARRIER agrees to provide motor carrier services, including, but not limited to, providing a licensed and qualified driver and all necessary equipment, in order to meet the distinct needs of BROKER's customers (whether such BROKER Customer is a shipper/consignor, a consignee, or a different third-party), including the need to timely deliver such freight to its appointed and designated destination, to provide any specialized equipment and/or specialized services as may be further specified by BROKER in a Rate Confirmation or other documents provided by BROKER or as may otherwise be specified by BROKER. CARRIER agrees that it will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition contained in 40 C.F.R. § 261.1 *et seq.* CARRIER agrees that when it accepts a load of freight arranged by BROKER pursuant hereto, that CARRIER shall not concurrently transport any additional freight for any other person or entity on the equipment used to transport a load arranged by BROKER. CARRIER reserves the right to refuse to transport any shipment prior to picking up or loading such shipment. Once a shipment has been loaded onto CARRIER's equipment, however, CARRIER agrees to transport such load in a safe and timely manner in accordance with the terms of this Agreement and any Rate Confirmation or other documents provided by BROKER, or other terms applicable to such shipment. CARRIER also agrees that should it return such shipment to its origin or should CARRIER fail or be unable to deliver such a shipment to its appointed destination in good condition and in a timely manner, CARRIER shall be liable to BROKER for all costs associated with BROKER finding and hiring any substitute CARRIER or employing any other means of delivering such load to its appointed destination in good condition and in a timely manner and for any other costs associated with transporting such load of freight, including, but not limited to, any costs for unloading such load at any location (other than the appointed destination) and/or reloading such load for another CARRIER to haul. CARRIER agrees to notify BROKER in advance of any accepted or scheduled load that CARRIER may not be able to pick up, transport, or deliver in a timely and legal manner in accordance with this Agreement, hours of service regulations, and any applicable Rate Confirmation or other documents provided by BROKER, or other agreement pertaining to such load. Such notice must be provided in writing to BROKER at least twenty-four (24) hours in advance of the scheduled pick-up for such load.

2.2 Non-Exclusive Agreement. BROKER and CARRIER acknowledge and agree that this Agreement does not bind either party to the exclusive services to each other. Both may enter into similar or other agreements with any other person or entity.

2.3 Issuance of Bills of Lading. CARRIER agrees that for each load of freight tendered and accepted hereunder, CARRIER will issue and sign a bill of lading in compliance with 49 C.F.R. § 373.101 and that CARRIER will list CARRIER's name and MC# on any and all bills of lading and will list no other name or MC#. If BROKER's name is inadvertently or otherwise listed on a bill of lading or other shipping document as the "CARRIER" or otherwise, such listing shall be deemed to have been for convenience only and shall not change or be construed to change BROKER's role as an interstate property broker only in relation to any such load of freight; nor shall it change CARRIER's role or status as the motor carrier with respect to such load of freight.

2.4 Responsibility/Liability for Freight. Unless otherwise agreed in writing, CARRIER shall become fully responsible for a load of freight and liable for any loss of or damage to such freight when it takes/receives possession of the same, regardless of whether a bill of lading has been issued and/or signed and/or delivered to CARRIER. Such responsibility and liability shall continue until delivery of the freight to the consignee and the consignee's acceptance of the same. Failure of CARRIER to issue and/or adopt a bill of lading, or to sign a bill

of lading acknowledging receipt of the freight or otherwise shall not affect the liability of CARRIER for damage to and/or loss of such freight.

2.5 Status/Informational Calls. CARRIER agrees to call BROKER daily between the hours of 7:00 a.m. and 11:00 a.m. (Mountain Time Zone) at the telephone number(s) reflected on the applicable Rate Confirmation to report the location, status, and estimated delivery time of each load accepted and under dispatch by CARRIER at such time. Immediately upon delivery of a load, CARRIER or CARRIER's driver will call BROKER at the telephone number(s) reflected on the applicable Rate Confirmation to confirm delivery of the load of freight. Check-in calls are for informational purposes only and shall not be construed as BROKER dispatching or otherwise having any right to control CARRIER's operations in providing services to BROKER and its customers.

2.6 Canceled Loads/Trucks Ordered Not Used. If BROKER has tendered a load to CARRIER that is subsequently cancelled by BROKER or BROKER's customer and CARRIER has actually sent a driver and equipment to pick-up such a load prior to notification to CARRIER that such load has been cancelled, BROKER agrees to pay to CARRIER and CARRIER agrees to accept ninety percent (90%) of any amount that BROKER actually collects from its customer relating to cancellation of such load and CARRIER shall be entitled to no other amount. CARRIER shall provide to BROKER all supporting documentation requested by BROKER in order for BROKER to present any such claim to its customer in a way that BROKER, in its sole discretion, deems appropriate and cost-effective to BROKER.

3. CARRIER's Invoice and Payment:

3.1 Payment Terms. BROKER agrees to pay CARRIER for CARRIER's services rendered hereunder within **thirty (30) days** of receipt by BROKER of CARRIER's invoice, completed Form W-9, valid certificates of insurance, copy of CARRIER's valid authority to operate as a motor carrier, certificates of insurance and any other documents requested by BROKER as provided herein, **the original proof(s) of delivery and bill(s) of lading** for the subject load, so long as there are no exceptions or other claims submitted for loss of or damage to the subject freight or relating to any other loads that CARRIER is currently hauling or has previously hauled for BROKER. BROKER may, but is not required to, offer a "Fast Pay Agreement" option to CARRIER on one or more of the loads to be tendered hereunder.

3.2 Rates. CARRIER and BROKER expressly agree that this is an agreement for specified services pursuant to 49 U.S.C. § 14101(b); thus, the terms of any tariff, statute, rule, regulation, or other agreement(s) that are inconsistent with or conflict with the terms of this Agreement or the rate set forth in any Rate Confirmation shall not apply; and, CARRIER expressly waives any and all rights and/or remedies to which it may be entitled under 49 U.S.C., Subtitle IV, Part B (ICC Termination Act of 1995) to the extent that the same conflict with any term of this Agreement. CARRIER agrees that the mutually agreed upon rate as set forth in the Rate Confirmation applicable to any load is reasonable for delivery of the subject load to its appointed destination without any shortage, damage or delay, that such rate is inclusive of any license fees, taxes, tolls, permits, costs of loading, stop-offs, unloading or lumpers, escorts, fuel surcharges, accessorial charges, detention and/or demurrage charges (unless otherwise agreed to in writing), tariff rates, released rates or values, that the freight would not have been tendered to CARRIER at any higher rate, and that no amount greater than the amount set forth in the applicable Rate Confirmation shall be paid to CARRIER for CARRIER's services in transporting any load.

3.3 Billing of BROKER Customers. CARRIER further agrees that only BROKER will and is authorized to invoice BROKER's customer or any other shipper/consignor, consignee, "bill to party", or other party applicable to any load; and CARRIER agrees that BROKER is the sole and exclusive party that is responsible and/or liable to pay CARRIER for its services. CARRIER hereby waives any claim it may have, whether at law or in equity, against any person or entity other than against BROKER for payment for its services and agrees that CARRIER shall not, under any circumstance, seek payment from any shipper/consignor, consignee, or any other person or entity other than BROKER for its services. Neither CARRIER or any other

party providing transportation services hereunder (despite the prohibition against any such delegation of CARRIER's duties under this Agreement) shall be entitled to claim any lien against any freight for freight charges or for any other reason; and, CARRIER, for itself and any other party performing any transportation services, hereby waives and disclaims any lien rights that the same may otherwise have against any freight transported hereunder. If any other person or entity asserts a lien against any freight tendered hereunder, CARRIER shall immediately take any steps necessary to remove and discharge any such asserted lien claim. Additionally, upon payment from BROKER to CARRIER of any freight charges owing pursuant hereto, CARRIER automatically assigns and shall be deemed to have assigned to BROKER all of its rights to collect such freight charges from the shipper, consignee, or any other responsible party and, despite any waiver by CARRIER of such rights contained herein, such right will not be construed or deemed to be waived when exercised by BROKER pursuant to the provisions hereof.

4. Safe Operation, Transportation and Delivery of Load:

4.1 CARRIER's Representations and Warranties. CARRIER hereby warrants and represents to BROKER that: a) CARRIER currently has a "Satisfactory" safety rating (or an equivalent rating or Safety Fitness Determination ("SFD") thereof under CSA, SMS or other FMCSA regulations) from the DOT or, alternatively, has received no DOT or other safety rating that is less than a "Satisfactory" rating (or an equivalent thereof) and, if no DOT or other FMCSA safety rating has yet been issued to CARRIER, that CARRIER operates its business in a manner that CARRIER believes in good faith would qualify CARRIER for a "Satisfactory" DOT safety rating (or an equivalent thereof under CSA, SMS or other FMCSA regulations); b) if CARRIER receives any DOT or other safety rating or SFD during the term of this Agreement that is less than a "Satisfactory" or "Continue to Operate" (or an equivalent thereof under CSA, SMS or other FMCSA regulations), including any safety rating of "Conditional" or "Unsatisfactory" or an "Unfit" or "Marginal" SFD or if CARRIER's authority to operate as a motor carrier is revoked, suspended, or rendered "inactive" by the FMCSA, the DOT, or any other governing or regulatory body, or is otherwise not in good standing, or if CARRIER is sold or has a change of control in ownership or management, it shall immediately notify BROKER of such event; c) CARRIER shall at all times operate its business in a safe and prudent manner and in strict and full compliance with all state, federal, and local statutes, rules, and regulations relating pertaining to the transportation services to be provided pursuant hereto, including, but not limited to, those pertaining to safety, including, but not limited to, safety of operations, qualification and screening of drivers, hours of service of drivers, maintenance and safe operation of equipment, transportation of Hazardous Materials, as defined in 49 C.F.R. § 172.800, § 173 and § 397, *et seq.* ("HAZMAT"), including the licensing and training of HAZMAT qualified drivers to the extent that any loads of freight tendered hereunder constitute HAZMAT, security regulations, owner/operator lease regulations, loading and securement of freight, controlled substance and alcohol use testing, sanitation, temperature, and contamination requirements for transporting foods, perishables or other products, all other insurance and workers' compensation requirements, etc.; d) CARRIER shall transport all loads tendered to it by BROKER hereunder in strict and full compliance with all state, federal, and local laws, including, but not limited to all laws pertaining to hours of service for CARRIER's drivers; e) any and all equipment that CARRIER will use to transport a load tendered hereunder is safe, has been properly maintained in a manner that it would pass any and all federal, state, or local safety inspections, and that it is properly fit and designed to be used for the particular type of load that is to be hauled; f) CARRIER will properly train its drivers in connection with the safe loading, transporting, and unloading of freight tendered hereunder and will abide by all safety rules, regulations, and policies of shippers and consignees to whom freight tendered hereunder is delivered, including, but not limited to, the safety rules, regulations, and policies of job sites to which freight tendered hereunder may be delivered; and, g) CARRIER has valid motor carrier authority that has not been suspended or revoked and that, if such authority is suspended or revoked during the term of this Agreement that CARRIER will immediately notify BROKER of such action and will transport each and every load of freight to which this Agreement pertains under its own motor carrier operating authority (under the MC# listed above) and subject to the terms of this Agreement.

5. Cargo Loss, Damage and Delay Claims.

5.1 CARRIER Liability for Loss, Damage, and/or Delay Claims. CARRIER hereby assumes liability for and agrees to pay BROKER, BROKER's customer, the shipper/consignor, and/or the consignee, as the case may be, for any and all loss, theft, shortage or damage caused to any freight tendered to CARRIER hereunder while such freight is in transit or is otherwise in CARRIER's care, custody, or control; and, CARRIER acknowledges and agrees that its liability therefore shall be no less than that of a "common CARRIER" as provided for in 49 U.S.C. § 14706 (the Carmack Amendment). In the event that a shipment tendered to CARRIER hereunder, or any part or portion thereof, is lost, damaged, or is otherwise not delivered in the same condition as when tendered to CARRIER or is refused by the consignee, CARRIER shall immediately notify BROKER and CARRIER's liability therefore shall be in the amount of the original invoice value or, alternatively, the fair retail market value at the destination point, whichever is greater. CARRIER shall also be liable to pay the claimant's and BROKER's administrative expenses incurred in connection with the filing and prosecution of any claims for loss, theft, shortage, or damage to a shipment or a delay claim, plus the freight charges allocable to the lost or damaged freight. In the event of such a loss, CARRIER shall not dispose of damaged freight or freight rejected by a consignee without the prior written consent of BROKER and/or the beneficial owner of such freight. Moreover, the shipper/consignor, consignee, or other beneficial owner of the subject freight may determine in its sole discretion whether the entire load or any part thereof should be re-sold as salvage or otherwise or should be otherwise disposed of or destroyed. CARRIER shall not claim or contest that such decision by the shipper/consignor, consignee or other beneficial owner was in breach of any obligation to mitigate damages or is otherwise improper. The shipper/consignor, consignee or other beneficial owner shall, in any event, have the right to remove from the goods shipped any and all identifying marks or labels or, alternatively, to mark the goods "Damaged" or similar notation, whether such goods are sold as salvage or otherwise or are otherwise disposed of or destroyed. In the event of a claim for delay in delivery of freight ("a delay claim"), CARRIER shall pay to BROKER, BROKER's customer, the shipper/consignor, and/or the consignee, as the case may be, the actual damages caused by such delay claim. The provisions of this Agreement shall supersede and prevail over any terms or provisions to the contrary contained in CARRIER's tariff(s), pricing agreements, publications, schedules, rules, policies, regulations, practices, other agreements, or other documents or statements. Any attempts to limit CARRIER's liability for loss, damage, shortage, or delay claims as set forth in this Agreement shall be ineffective and are hereby deemed and agreed to be null and void.

5.2 Claims Processing. Except as otherwise provided herein, CARRIER agrees that the provisions contained in 49 C.F.R. §§ 370.1, *et seq.* and 1005.1 *et seq.* shall govern the processing of any such claims and the processing of salvage, except as may be otherwise provided herein. Claims for damage to a shipment and delay claims shall be filed in writing with CARRIER within nine (9) months from the date of delivery and may be filed with CARRIER by BROKER or the beneficial owner of such freight. Claims for loss, theft, or shortage shall be filed in writing with the CARRIER within (9) months from the date the goods were scheduled to be delivered. Any action to recover from CARRIER for loss, theft, shortage, damage, or delay claims will be commenced within two (2) years and one (1) day from the date that CARRIER gives written notice that it has disallowed or denies all or any part of a claim. Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall either pay, decline or make a settlement offer in writing on all cargo loss and/or damage claims within sixty (60) days of receipt of the claim. Failure of CARRIER to either pay, decline, or make a settlement offer with respect to a claim within such sixty (60) day period shall be deemed to be an admission by the CARRIER of liability for the full amount of such claim and a material breach of this Agreement. If the shipper/consignor, consignee, BROKER customer or other person or entity pursues a claim for cargo loss, theft, shortage, damage, or delay involving a shipment tendered to CARRIER hereunder directly against CARRIER and prevails in such a claim, such party shall be entitled to recover from CARRIER, whether reduced to a judgment or not, all of its costs and attorney fees incurred in pursuing such recovery, whether by legal proceeding or otherwise. BROKER shall have the right to deduct, withhold payment of or otherwise offset against any amounts that BROKER may owe to CARRIER for the subject load or otherwise the full amount of any claim for loss of and/or damage to cargo, for delay in delivery, or for any other claim that BROKER may have against CARRIER. Additionally, should BROKER, in its sole discretion, pay any customer, shipper, consignee, or other party in interest for a cargo loss and/or damage claim or claim for delay in delivery of freight, BROKER shall be deemed to be subrogated to the rights of such party to pursue such claim against CARRIER and any other responsible person or entity.

6. Accidents:

6.1 CARRIER's Reporting of and Indemnification for Accidents. In the event that CARRIER's driver or equipment (or the equipment or driver of any of CARRIER's agents, subhaulers, connecting CARRIERS, or other CARRIERS to whom CARRIER may tender or broker a load tendered hereunder—hereafter “subcontractor(s)”—despite this Agreement's prohibition against any such delegation of CARRIER's duties hereunder) that is transporting a load tendered hereunder is involved in an accident or other incident causing damage to the shipment, involving personal and/or bodily injury or death to another person, involving damage to the property of another person (including, but not limited to, environmental contaminations or other damage to the environment or damage to the facilities of the shipper or the consignee)--all such types of claims being referred to hereafter as “Claims”, CARRIER shall immediately notify BROKER of any such occurrence or accident; and, CARRIER shall indemnify, defend, and hold harmless BROKER, BROKER's customer, and any shipper/consignor and consignee, and any of their respective parent, subsidiary, sibling, or affiliated corporations, companies, or entities, and each of their respective officers, directors, shareholders, members, managers, partners, principals, joint venturers, employees, and agents from and against any and all such Claims, whether such Claims arise out of or occur during the course of transporting, loading, unloading, staging, or otherwise moving such load, or otherwise while such load is in the possession, care, custody or control of CARRIER or its subcontractor(s), or while CARRIER or its subcontractor(s) is traveling to or from a pick-up location or a delivery destination, except that CARRIER shall not be obligated to indemnify BROKER or any other party to be indemnified by CARRIER or CARRIER's insurer hereunder to the extent that any such Claim(s) is caused in whole or in part by the negligence, intentional acts or omissions of BROKER or such other party to be indemnified hereunder; provided, however, that CARRIER shall nonetheless still be required to defend, indemnify and hold harmless BROKER and any other party to be indemnified hereunder for any and all Claims arising out of the negligence, intentional acts, omissions, or other fault of CARRIER or any of its agents, employees, or subcontractors. Any person or entity to be indemnified from Claims hereunder shall have the right, but not the obligation, to participate in the defense, negotiation, and/or settlement of any such Claims, either on its own or through attorneys of its own choosing, without relieving CARRIER of any of its obligations hereunder.

7. Insurance:

7.1 Insurance Required. CARRIER agrees to procure and maintain, at its own expense, at all times during the term of this Agreement, including any extensions thereof, the following insurance coverages in the amounts indicated and in such greater amounts as BROKER may specify from time-to-time:

- a) comprehensive general liability in the amount of, at least, \$1,000,000.
- b) auto-liability (including hired and non-owned vehicles) insurance covering bodily injury (including death) and property damage in the amount of, at least, \$1,000,000 (\$5,000,000 if transporting HAZMAT), including environmental damages due to release or discharge of HAZMAT, per occurrence.
- c) cargo damage insurance in the amount of at least \$150,000 per occurrence.
- d) workers' compensation insurance coverage as required by law and employers' liability insurance in the amount of at least \$100,000.
- e) Non-owed trailer coverage in the amount of at least \$75,000.00.

In addition to the higher coverage limits which may be specified above, the insurance policies shall also comply with minimum requirements of the FMCSA and any other applicable regulatory agency.

7.2 Required Endorsements/Policies/Cancellation or Expiration of Insurance – Exclusions – Deductibles. **Immediately upon execution of this Agreement, CARRIER shall cause BROKER (and any other party that BROKER specifically requests) to be listed as an “additional insured” under all of CARRIER's general liability, auto-liability, and, upon request by BROKER, any cargo damage insurance**

policies and any umbrella policy(ies) pertaining thereto through endorsements to such policies and will cause its insurance company to send copies of such endorsements and certificates of insurance confirming such listing to BROKER via facsimile and U.S. mail. Such insurance policies shall also provide that they shall not be canceled, expire, terminate, or not be renewed, except upon the giving of thirty (30) days prior written notice to BROKER. Upon request, CARRIER will provide (or cause its insurance company or insurance agent to provide) BROKER with true and correct copies of the insurance policies to be procured and maintained pursuant hereto, together with all required and applicable exclusions and endorsements. CARRIER hereby warrants and represents that its insurance, as represented by certificates of insurance presented to BROKER, is valid and continues in effect and that such policies of insurance have no exclusions or waivers that are inconsistent with providing the insurance coverage set forth herein or that would otherwise impair BROKER, BROKER's customers, shippers/consignors, consignees, or other persons or entities to be indemnified herein or referenced herein from recovering for CARRIER's liabilities to such parties hereunder, including, but not limited to, exclusions or waivers relating to: a) water or moisture damage to goods; b) "reefer breakdown" or losses caused by mechanical failures; c) theft, mysterious disappearance, or unattended vehicle; d) exclusions of certain types of cargo; d) covering only scheduled vehicles, when the equipment to be used by CARRIER to provide the services hereunder are not scheduled vehicles under such policies; or, e) that have coverage restrictions based upon a distance radius from any specific location (other than outside the United States). CARRIER warrants that no deductible amounts under any of the insurance policies to be provided hereunder exceed \$1,000.00. CARRIER further warrants and represents that the name under which its motor carrier authority is issued matches exactly the name under the insurance policies required hereunder and CARRIER's name as listed herein. Neither CARRIER's failure to procure or maintain the insurance required hereunder or any exclusions or conditions contained in any policies of insurance shall relieve or exonerate CARRIER from any of its liability or obligations hereunder, nor shall CARRIER be relieved of any liability or obligation hereunder because a claim or obligation exceeds the amount of insurance procured or maintained by CARRIER. Should CARRIER fail to provide adequate proof of the existence of the insurance required hereunder, BROKER retains the right to immediately terminate this Agreement and the transportation of any load tendered to CARRIER hereunder or to procure such insurance as may be necessary to adequately insure any such load of freight or transportation and to receive reimbursement from CARRIER for the cost of any such insurance procured, including seeking reimbursement from deducting such amount from any amounts owed to CARRIER hereunder.

8. Independent Relationship/No Delegation:

8.1 Independent Relationship. CARRIER's relationship to BROKER shall at all times be that of an independent contractor and nothing contained herein shall be construed to be inconsistent with that status. No term or provision of this Agreement, nor any act or omission of either party shall be construed for any purpose to express or imply any joint venture, partnership, principal/agent, master/servant, fiduciary, employer/employee or other relationship between BROKER and CARRIER, other than that of an independent contractor relationship. No employees or other agents of CARRIER shall be construed under any circumstance to be the employees, servants, or agents of BROKER, BROKER's customer, the shipper/consignor, the consignee, or any "bill to" party. CARRIER shall have no authority to act on behalf of BROKER or to alter in any manner any contractual or other relationship of BROKER with its customers, shippers/consignors, consignees, or any other person or entity. CARRIER shall bear all costs of and shall provide all labor, wages, payroll, equipment, fuel, maintenance, insurance, federal, state and local payroll taxes and any other taxes, unemployment insurance, pensions, social security payments, workers' compensation insurance, and all other costs associated with transportation of the subject freight and performance of CARRIER's transportation services. BROKER shall not be liable for any such costs and CARRIER agrees to indemnify, defend and hold BROKER harmless from any and all claims or liability imposed or asserted against BROKER relating to such costs.

8.2 No Control or Right of Control by BROKER. BROKER cannot and shall not exercise any control over the manner in which CARRIER performs its services hereunder or CARRIER's operations, nor does BROKER retain any right to control or otherwise supervise CARRIER or CARRIER's employees or other agents. CARRIER shall be solely responsible for any and all management, control, governance, discipline, of its

employees, agents, owner/operators, and equipment. Even though BROKER or its customers, shippers/consignors, consignees, or other persons or entities may from time-to-time in Rate Confirmations or other documents provided to CARRIER by BROKER or BROKER's customer, or other verbal or written instructions suggest routes, types of equipment, methods of securing loads, methods of loading or unloading freight or other means of transporting and delivering the subject freight, such suggestions, if given, are for informational purposes only. CARRIER retains the right to choose routes, times that CARRIER will perform its services, employees, equipment to be used, methods of securing loads, methods of loading or unloading freight and all other means of transporting and delivering the freight. CARRIER agrees, however, that it shall deliver each load tendered to it by BROKER hereunder to its appointed destination in good condition and in a timely manner according to the dates and times that each such load should be picked-up and delivered and that CARRIER will do so in a safe and lawful manner and in accordance with all laws pertaining to hours of service and other laws and regulations, including, but not limited to, those relating to safety. CARRIER should consider instructions, guidelines and/or other suggestions from shippers/consignors and/or consignees; CARRIER, however, remains ultimately responsible to choose and control the method of loading, unloading, and securing the load and transporting the load and will do so in a manner that the same may be loaded, transported, and unloaded safely without damaging the load or endangering the public or any person or entity.

8.3 Delegation/Subcontracting/Re-Brokering Prohibited. CARRIER shall not re-broker, co-broker, double-broker, subcontract, assign, interline or otherwise transfer or delegate the transportation of any load tendered to it by BROKER hereunder to another carrier, person or entity, nor shall CARRIER retain or engage any subhaulers, connecting carriers, rail carriers or other mode of transportation, nor shall CARRIER otherwise delegate any of its duties hereunder, without the prior written consent of BROKER with respect to any and each specific load so delegated. In the event that CARRIER breaches this provision prohibiting re-brokering, co-brokering, double-brokering, subcontracting, assigning, interlining or otherwise delegating any of CARRIER's duties hereunder, CARRIER agrees to indemnify, defend, and hold harmless BROKER, BROKER's customers, the shipper/consignor, the consignee, and any other "bill to" party for any claims or actions arising out of or relating to the acts or omissions of the person or entity to whom CARRIER re-brokered, co-brokered, double brokered, subcontracted, assigned, interlined, transferred the load or otherwise delegated its duties with respect to such load and this Agreement, whether such claims or actions involve damage to freight or other property or involve personal or bodily injury, including death, caused to any person. In addition, BROKER retains the right, at BROKER's sole option, to not pay CARRIER for transporting such a load and to charge CARRIER the total amount that would have been paid to CARRIER for transporting such a re-brokered, co-brokered, double-brokered, subcontracted or delegated load. The provisions of this paragraph shall not prohibit CARRIER from using owner-operators who have leased equipment and drivers to CARRIER in accordance with 49 C.F.R. Part 376, who are operating under CARRIER's motor carrier authority and insurance coverage, and for whose drivers CARRIER has performed all required driver screening, qualification, and safety monitoring functions.

9. Non-Soliciting/Confidentiality:

9.1 Covenant to Not Solicit. CARRIER recognizes that BROKER has spent substantial time, money and resources developing business relationships with its customers and is providing a valuable service to CARRIER under this Agreement in arranging for transportation of freight and tendering of freight to CARRIER to be hauled. Therefore, as part of the consideration for this Agreement, CARRIER agrees that, during the term of this Agreement (including any extensions hereof) and for a period of twenty-four (24) months following termination of this Agreement, CARRIER will not solicit freight from or otherwise perform transportation or freight broker services, either directly or indirectly, for any customer of BROKER for which BROKER, whether through CARRIER, other CARRIERS or otherwise, has hauled freight generating gross revenue to BROKER of at least \$20,000 in any one-year period either prior to or during the time that this Agreement is in effect (hereinafter "BROKER' Customers".) Should CARRIER violate the non-solicitation provisions of this Section 9, CARRIER agrees to pay BROKER, as liquidated damages, an amount equal to fifteen percent (15%) of the gross transportation revenue generated by CARRIER's performing transportation or brokerage services for any BROKER Customer for a period of twenty-four (24) months. Should it be shown that CARRIER hauled freight

for a specific customer of BROKER resulting in freight charges in an amount exceeding an aggregate of \$20,000 during the one-year period immediately prior to the date of this Agreement or the date that CARRIER first hauled a load tendered to it by BROKER (whichever is earlier), such customer of BROKER will be exempt from the non-solicitation provisions of this Agreement.

9.2 Confidential Information. CARRIER further agrees that it shall protect and keep confidential any and all non-public, confidential, or proprietary information of BROKER, including, but not limited to, the identity of customers, customer lists, freight and brokerage rates, pricing, freight volume requirements, and/or any information disclosed or provided to CARRIER pursuant to 49 C.F.R. § 371.3 that might be provided to CARRIER in connection with performing this Agreement and that CARRIER shall not disclose the same, without the prior written approval of BROKER.

10. Additional Remedies/Injunctive Relief. All provisions of this Agreement may be specifically enforced, however, the failure of BROKER to promptly enforce such provisions shall not be construed to be a waiver of BROKER's rights hereunder. In addition, CARRIER recognizes that the payment of damages hereunder may not fully compensate BROKER for CARRIER's breach of the provisions of this Agreement and that BROKER will likely suffer irreparable harm from such a breach. Accordingly, CARRIER agrees that should it breach, violate, or threaten to breach or violate the provisions of this Agreement, that BROKER will be entitled to injunctive relief prohibiting CARRIER's breach, violation or continued breach or violation without the need of BROKER having to post any bond in connection with such injunctive relief.

11. Governing Law/Jurisdiction/Attorney Fees: This Agreement shall be deemed to have been negotiated and entered into within the State of Utah. Accordingly, except to the extent (if any) that they are preempted by federal law, the laws of the State of Utah shall govern the construction and interpretation of this Agreement. CARRIER expressly submits to the jurisdiction of the Courts of the State of Utah and the United States District Court for the District of Utah and agrees that jurisdiction and venue shall be proper in such Courts and CARRIER waives any claim or defense that such Courts will be an inconvenient forum. CARRIER agrees to pay to BROKER any and all costs and attorney fees incurred by BROKER in enforcing any term or provision of this Agreement, whether incurred before or after institution of a formal legal proceeding and whether incurred before or after entry of a judgment.

12. Miscellaneous: This Agreement and any Rate Confirmations or other documents issued or accepted by BROKER pertaining to a load for freight tendered by BROKER to CARRIER constitute the entire agreement between the parties hereto and are intended to be a complete integration of terms. No other prior or contemporaneous agreements exist between BROKER and CARRIER, except as are set forth herein. No termination or expiration of this Agreement shall relieve either party from any obligation that was incurred hereunder prior to the effective date of such termination or expiration; and this Agreement shall inure to the benefit of the parties hereto and their respective heirs, successors or assigns. CARRIER agrees to retain a copy of this Agreement and each Rate Confirmation and other documents issued in connection herewith for a period of three (3) years following termination or expiration hereof. The person executing this Agreement on behalf of CARRIER warrants and represents that he/she has valid, existing actual authority to execute the same on behalf of CARRIER and agrees to personally indemnify BROKER from any breach of this warranty of authority. If any term or provision hereof is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such term or provision shall be deemed to be modified to be enforceable or, alternatively, shall be deemed to be severed here from, and shall not affect the remaining provisions hereof, which shall remain enforceable to the full extent allowed by law. The failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach. The terms of this Agreement shall be binding upon and inure to the benefit of any successors and, to the extent allowed hereunder, to the assigns of the assigns of the respective parties hereto. To the extent not governed by federal safety regulations, time is of the essence of this Agreement. Any paragraph and/or section headings contained herein are for convenience only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be a duplicate original hereof.

BULLDOGG LOGISTICS, LLC:

CARRIER: _____

By: _____

By: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-Mail: _____

E-Mail: _____

CARRIER must SIGN AND FAX this Agreement and send it along with a completed W-9, copy of CARRIER authority, insurance certificate(s), and other documents requested.